

RESOLUTION NO. 3-2008

**THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS  
FOLLOWS:**

That the Mayor is hereby authorized and directed to execute on behalf of the City of Reading, attested to by the City Clerk, a Labor Agreement with the AFSCME Local 2763 in the form and manner attached hereto.

Passed Council

2008

President of Council

Attest:

City Clerk

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Resolution passed by the Council of the City of Reading, on the 14<sup>th</sup> day of Jan A. D. 20 08. Witness my hand and seal of the said City this 15<sup>th</sup> day of Jan A. D. 20 08

CITY CLERK

*Tentative Agreement*  
*City of Reading and AFSCME Local 2763*  
*December 19, 2007*

✓ Article 1 Section 3

Add positions of Revenue Coordinator and CD Specialist III/Historic Preservation Specialist

✓ Article 4 Section 7

Each employee shall be granted two (2) personal days. Employees may not use unscheduled personal days on the day of the bike race or the day before and after a holiday unless approved by the supervisor.

Article 5 Section 3c

Vacation leave must be taken in blocks or not less than 5 days and at time approved... (Take out the word working so if holidays fall on your scheduled week that day or days will be included in your block)

Article 6 Section 6

Memorial Day and Labor Day as 2 additional premium holidays.

Article 7 Section 2

This article shall not apply to snow days or snow alerts. (Eliminate from section)

Article 10 Section 1

1/1/08 - 3.25% increase  
1/1/09 - 1.63% increase  
7/1/09 - 1.62% increase  
1/1/10 - 3.25% increase  
1/1/11 - 3.25% increase

LAM

Article 10 Section 3

Eff 1/1/08 - \$.30 and \$.35 per hour shift differential for 2<sup>nd</sup> and 3<sup>rd</sup> shift  
Eff 1/1/11 - \$.40 and \$.50 per hour shift differential for 2<sup>nd</sup> and 3<sup>rd</sup> shift.

An employee who works two (2) hours or more in a single shift and continues to work two (2) or more hours into a shift with a higher differential shall receive the higher shift differential for all hours worked in the shift with the higher differential.

Article 11 Section 1a

Effective 1/1/08 - \$200/\$400 in-network deductible with \$15 office co-pay.  
Effective 1/1/11, \$20 office copay.

Article 11 - B

Prescription coverage for the employee provided by the City's carrier with a \$10/\$20/\$35.

Article 11 - C

Effective May 1, 2008, employees shall contribute 2% of their salary toward total health care premium. Employees who complete a health risk assessment with the City's wellness program by May 1<sup>st</sup> of each calendar year and agree to pursue follow-up through said program shall have their co-pay reduced by 25%.

Article 11 - D

Employees who have a spouse employed by the City and who opt out of the City coverage shall not be required to make a co-pay contribution from wages with the understanding that the lowest paid employee makes the co-pay contribution.

An employee who opts out of coverage and takes his/her spouse's coverage, shall receive a \$1,500 pro rated payment at the end of the year. Employees opting out shall be required to certify that they have other coverage available, that they understand their options and the risks associated with their

choice. For clarification purposes, if that spouse is employed by the City, in the same bargaining unit or not, the employee opting out is not eligible for this payment. There shall be no grandfathering of employees who previously were paid this opt out erroneously.

Article 11 Section 1f

The allowance for frames and lenses shall be doubled.

Article 11 Section 6

Dental plan shall include basic perio plan.

Article 11 Section 9

Section 9. For employees who retire after January 1, 2008, the City shall provide and pay for the same medical benefits and prescription on the same terms it supplies to current employees under the following conditions:

- a. The employee must qualify for either a full pension or a disability pension under the City pension Ordinances.
- b. Only the employee and the employee's spouse shall be eligible for coverage so long as they remain as a spouse.
- c. The benefits shall not be provided for employees who are eligible for coverage substantially similar and at no greater premium contribution under the group medical insurance plan of another employer or a spouse's employer or who subsequently become eligible under another plan.
- d. The benefits shall cease when the employee attains sixty-five of age and qualifies for Medicare and/or Medicaid coverage.
- e. Upon the death of the retired employee, the employer shall not be required to continue any coverage for surviving spouse.
- f. During the period of coverage, the City may require proof of eligibility for the above benefits.

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City will pay for one full month coverage for spouse of deceased.

#### Article 14

Add step father, step mother and life partner\* to existing language.

\*Employee must complete life partner application in January of each year.

#### Article 18 Section 1

Each employee in this unit may use a total of three (3) sick leave days per year for illness or injury to a family member otherwise sick leave is granted for illness and injury and payment of sick leave is restricted to that. (Add 3 sick leave days for family)

#### Article 18 Section 3

Any employee using sick leave shall report by telephone or messenger to his/her supervisor not less than one-half hour before the scheduled starting time for that day's work. Any employee working in a 24 hour operation using sick leave shall report by telephone or messenger to his/her supervisor not less than two (2) hours before the scheduled starting time for that day's work.

#### Article 18 Section 8

Employees shall earn sick leave from their date of hire, however, no sick leave shall be granted during an employee's probationary period except for inpatient hospitalization.

#### Article 18 Section 10

Employee shall accrue unused sick leave from year to year with a maximum accumulation of sixty (60) days.

#### Article 18 Section 11c

No employee shall be eligible to utilize sick leave from the pool unless that employee has an extended illness and has exhausted their sick leave.

LFM

Article 18 Section 13

Upon retirement all eligible employees shall be paid for up to forty-five (45) days of unused sick leave as follows: ten (10) days of the full day's rate of pay in their final paycheck and \$25 per day up to an additional thirty-five (35) days into a health retirement account for each employee at the rate of \$25 per day. For purposes of this section, retirement shall be defined as age 55 with 20 years of service for employees hired prior to January 1, 1988; and age 65 with 25 years of service for employees hired after January 1, 1988.

Article 18 Section 14 – NEW

Employees may donate paid leave for any employee who is absent without pay due to unforeseen circumstances. Said request shall come from the Union and be approved by the City. Employees absent due to their own illness/injury may have any type of paid leave donated to their account. Employees absent for other reasons may have any leave other than sick leave donated to their account. The parties agree that employees in this unit may accept/donate appropriate leave to persons outside of this bargaining unit.

Article 19 Section 5a

The employee bumping into a position is allowed one month of orientation to perform the work in that position. (Change from one week to one month)

Article 19 Section 5d

In the event of lay-off employees shall be given ten (10) working days notice.

Article 19 Section 8

New language to be included after Section 7 which will necessitate renumbering remaining sections:

Section 8. When an employee is transferred into a different position, that employee has thirty (30) days to satisfactorily perform the job. Should the employee's performance fall below satisfactory during said thirty (30) day

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period, the supervisor shall consult with a human resources representative and a decision shall be reached whether or not that employee should remain in said position or returned to his/her former position.

#### Article 19 Section 13

In the event of a layoff, all part-time , temporary, per-diem, seasonal and casual employees performing any bargaining unit work of the same type shall be laid off before any full-time employees and there shall be no recall or these employees until all full-time employees are recalled. Excluded from this provision are the following: recreational department, life guards, crossing guards, police radio dispatch, City Hall custodial or any others the elimination of which would eliminate a function of the City.

#### Article 19 Section 15

The City will post all first level vacancies at all worksites as a courtesy.

#### Article 21 Section 1

In steps 1, 2,3 and 4 of the grievance process, change to 15 days for each of the three (3) steps in the grievance procedure and arbitration remains at 45 days.

#### Article 23 Section 2

Change to \$500 tool allowance.

#### Article 24 Section 2

The employer agrees to allow the Union to provide its own locked bulletin board at all job sites for announcement of meetings, election of officers.... size of board not to exceed 900 square inches.

#### Article 24 Section 6

Add: This language does not apply if employee is replacing an employee who is expected to return to work.

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Article 24 Section 7

At the Union's request, the City will provide the union with a seniority list and list of all employee pay rates in their unit.

Article 24 Section 9

Reading Public Library Staff Manual, Edition, 2006, shall govern. (Change to 5<sup>th</sup> Edition and 2006)

Article 24 Section 10

Add Tele-communicators

Article 28 Section 4

Midnight and rotating shift(s) shall be removed from said attachment.

City is allowed to change shifts for coverage with two (2) weeks advance notice.

Employees may switch shifts providing there is mutual consent and approved by the supervisor.

Article 28 Section 6 NEW

Section 6. Any employee hired into or bidding into central records shall remain in said position for a minimum of two (2) years unless mutually agreed to by the City and the Union.

Article 32 – Operator Certification

Changes per attached.

## Miscellaneous

1. City agrees to have cba's printed in-house and given to the Local for distribution.
2. The parties agree to a delayed pay with a conversion check with the understanding the City will attempt to change pay from semi-monthly to every 2 weeks with other bargaining units, and, agree to do for new hires anytime.

## Longevity

Add step I

Increase in salaries of \$1.25 for the following

1. Equipment Operators 2 and 3
2. Mechanics
3. Librarian Techs
4. Lab Techs - *City agrees to reclassify all Chemists to Lab Techs (with necessary job description/requirement changes)*
5. Plant Operators
6. Tradesman and trade inspectors

## Gainsharing

33% for 3 years not indefinitely for recurring savings. Non-recurring savings - 25%.

- Use general accepted accounting principles
- New services be exempt from privatization during lifetime of this cba
- Opportunity for mediation if disputes
- Vehicle towing
- Bar class mail
- Recycling
- Fleet management with County (County is interested in pursuing)

Commercial Driver's License DOT program:

The parties agree to negotiate the following changes to this program outside of negotiations:

*Any employee testing positive for drugs and/or alcohol under this program will be suspended without pay until they are testing drug and/or alcohol free. Costs of these tests to be borne by employee. Employee will continue to receive six (6) demerits for a severe offense.*

Revising of the Employee Handbook/Personnel Code/Disciplinary Code.

The parties agree to working together to develop these manuals outside of negotiations.

The parties agree there shall be no upgrades during the term of this collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto warrant and represent that they are duly authorized to do so, have hereunto set their hands and seals this 19<sup>th</sup> day of December, 2007.

AFSCME LOCAL 2763

CITY OF READING

CA M... 12/19/07

[Signature] 12/19/07

[Signature] 12/19/07

Sandra A. Hummel 12/19/07

[Signature] 12/19/07

Michael J. Reese 12/19/07

Robert A. Reese 12-19-07

[Signature] 12-19-07

Judy Lecho 12/19/07

Beth A. Sandeman 12/19/07

CA M

## ARTICLE 32 – OPERATOR CERTIFICATIONS

The City of Reading shall identify which positions within the water and wastewater utilities (currently identified as the water purification plant and distribution system and the wastewater treatment plant and sanitary sewer collection system) involve process control and require certification according to PA DEP regulations. Persons employed in the designated positions shall have twenty-four (24) months to pass the appropriate examination modules for the appropriate type of treatment facility and/or system and until they have the necessary experience for the appropriate size of facilities to become certified. Individuals assuming the duties of the designated positions at these locations after the date of this Agreement shall have twenty-four (24) months to pass the appropriate examination and until they have the necessary experience to become certified. The City shall pay for reasonable education and training expenses related to the preparation for the examination contingent upon satisfactory completion of the training and/or preparatory course(s). The City shall also pay all costs for certification renewal including appropriate, approved continuing education as required for maintaining certification.

Any individual who must take the operator's examination shall have at least two opportunities to pass the requisite modules of the examination if not completely successful with the first examination. In the event of any change in technology by the City or applicable certification requirements by PA DEP that require additional certifications, the City shall work with certified personnel in the above manner to prepare them to pass the appropriate examination module(s) prior to its effective date. An individual who does not qualify for the appropriate certification after at least two examinations within twenty-four (24) months in the position, may exercise bumping rights pursuant to Article 19 Section 5 and move into a position which he/she is qualified to perform. Effective 01/01/2008, any employee hired or bidding into these positions who does not make at least two attempts in good faith to obtain the appropriate certification will not be eligible for bumping and is not guaranteed continuation of employment. If the employee bumps to a lower paid position, the employee shall receive raises limited to 1% (for any year raises are given) until the wage of the position reaches the wage of the employee who bumped. Upon obtaining certification, employees will receive either \$1.00 per hour wage differential or the position's full rate if they fully meet all the criteria established in the position description while working in a certified position. Certified positions, and their successor positions, shall include the following with certification as noted:

Sewage Plant Operator – Plant and System  
Pump Tender – Plant and System


Belt Press Operator – Plant and System  
Water Plant Operator – Plant and System  
Dewatering Technician – Plant and System



The City reserves the right to identify existing or create new positions that require certification per Pennsylvania state mandates.

An employee who is not required to obtain this license but voluntarily obtains it shall be compensated for the above-listed costs of obtaining and retaining the certification.

Employees without certification cannot bump an employee who is employed in a utility where PA DEP certification is applicable and who has passed the appropriate certification examination or who is certified.

A committee consisting of two (2) AFSCME 2763 operations personnel and two (2) management staff from the appropriate utility shall investigate and agree by sign-off on training options for assisting operations personnel in preparing for the certification examinations.

 12/17/07

 12/19/07  
 12/19/07



**SIDE AGREEMENT  
PAY & CLASSIFICATION STUDY**

The City agrees to conduct a pay and classification study beginning January 1, 2009 and concluding no later than December 31, 2010. The parties will create a pay and classification study committee consisting of no more than five (5) representatives from the City and five (5) from the Union.

CPM 12/19/07  
AFSCME DC 88

C. P. W. Rulley 12/19/07  
CITY OF READING  
Sandra A. Hummel 12/19/07

**SIDE AGREEMENT  
JOB DESCRIPTION CHANGE FOR CODES**

Inspectors are able to investigate, cite, and follow-up on zoning and historic preservation issues. The Inspector provides findings to the Historic Preservation Specialist and Zoning Technician who will make the final determination and the Inspector in turn, can cite. Communication between the Inspector and the Historic Preservation Specialist and the Zoning Technician is to be provided by the City in the form of cell phones.


CPM 12/19/07  
AFSCME DC 88


CPW 12/19/07  
CITY OF READING

Sandra A. Hummel 12/17/07

**SIDE AGREEMENT  
WAGE INEQUITIES**

The city agrees to identify those minor inequities in the current pay system which were discussed in negotiations. If the net costs of correcting the inequities is less than \$10,000, the inequities shall be corrected on January 1, 2009 on a prospective basis. The correction shall be made by increasing or reducing the 2009 across the board pay increase by the appropriate amounts.

 12/19/07  
AFSCME DC 88

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CITY OF READING  
Sandia A. Hummel 12/19/07

**SIDE AGREEMENT  
PUBLIC SERVICE IMPROVEMENT**

**Section 1:** The parties recognize and agree that Labor & management share responsibility for delivery of public services in the most efficient costs effective & profession manner as can be achieved and that cooperative effort by the parties is essential in achieving this goal.

Further the parties recognize and agree that serious objective, goal oriented & ongoing deliberations on these matter require the expenditure of time, money & resources which would not be available without a reliable source of revenue dedicated solely for the purposed outlined herein.

**Section 2:** To provide the necessary revenue for the processes established below the following funding mechanism is established:

- a. The current balance in the fund, now referenced as the exhibit F Fund, along with interest earned since the inception of the fund & it's predecessor, shall be set aside as a separate line item to be referenced here to fore as the Public Service Improvement Fund (the Fund)
- b. It is expressly understood that one-half the revenue set aside in the fund was & will continue to be generated by the Union's agreement to reduce the 1996 and 1997 negotiated across the board pay increases by \$.01/hr in each of those years, generating revenue as follows: \$.02/hr employee x 500hrs/quarter x # b.u. employees = total quarterly revenue.
- c. It is further expressly understood that the other one-half of the revenue set aside is generated by the City's agreement to match the Union's contribution by an equal amount.
- d. For ease of administration & accounting the parties agree that \$20. per quarter per employee is the amount generated by subsections C & D above.
- e. Any expenditure or transfer from the fund to cover expensed incurred shall require the written approval from the local Union President.
- f. The City shall provide to the Union a quarterly itemized account of fund & transaction and the fund shall be invested in a prudent manner so as to accrue interest.

**Section 3:** The general purpose of the fund and it's operations shall be the improvement of public service delivery with a focus in each of the following areas:

- a. Analysis of existing services being considered for outsourcing
- b. Analysis of existing services currently outsourced the contracts for which are nearing expiration.
- c. Redesign of existing services
- d. Provisions of services not currently provided
- e. Expansion of services currently provided
- f. Regionalization of services in cooperation with other political subdivisions

**Section 4:** In the event that the City desires to pursue outsourcing or contracting out of any services presently performed by the members of the bargaining unit, the City will adhere to the following procedure:

- a. The City will provide at least sixty (60) days prior written notice to AFSCME of any decision to request RFP's for outsourcing or contracting out a particular service of area of work. Said notice will contain sufficient detail to identify the areas of work & number of employees that are under consideration.
- b. The City & AFSCME agree to the creation for a bid study team which will consist of an equal number of appointments by each, numbering no less that two (2) each nor more that five (5) each as agreed upon the City & AFSCME. If no agreement is reached then the team shall be established at three (3) each. Each party shall appoint its members no later than five (5) working days of the date of the City's notice pursuant to subsection a) above.
- c. The purpose of the bid study team shall be to consider any alternatives to proposed outsourcing or contracting out & to prepare a response to administration which response shall be submitted at the same time as the proposals from any outside party. The results and the work product of the bid study team shall remain confidential until such time as the City receives proposals from any outside contractor.
- d. The City agrees that all members of the bid study team shall have reasonable time during regular work hours for the purpose of participating in the study team & that the AFSCME members shall be compensated at their appropriate pay rate with such compensation charged to the fund.
- e. The City agrees to promptly respond to all reasonable requests for information relevant to the proposed outsourcing requested by the bid study team, such as but not limited to employee hours, wages & other costs factors such as equipment & materials utilized in performing the work being considered for contracting out; provided that the City shall not be required to created an y studies or analysis upon request of the study team. To the extent that the City has performed any such studies or analysis, either prior to or during the period in which contracting out is being considered, said information shall be available to the study team.

The bid study team may contract for any consulting services or studies it deems necessary.

- f. Following the receipt of proposals from any outside contractor(s) and the results of the City bid team, the decision to contract out shall remain within the sole discretion of the City based upon criteria solely determined by the City, including but not limited to costs savings.
- g. The City's decision to contract out shall not be subject to any grievance & shall not be arbitrable except for the limited purpose of a grievance by AFSCME with regard to the provisions of subsections a, b, c, d & e where there is a claim that the City has failed to follow the process set forth herein. In no instance can a grievance be arbitrated on the basis that the City's decision is improper for any reason.

To the extent that AFSCME claims that the process has not been followed by the City, said grievance shall be filed not later than the day on which the proposals are received by the City.

The parties agree that for purposes of this type of grievance alone, a permanent arbitrator has been selected who is John Skonier.

- h. Any grievance shall be immediately filed in writing with said arbitrator specifying the City's alleged failures, which grievance shall be heard within fifteen (15) days of the date of the grievance & final decision rendered within fifteen (15) days of the hearing on the grievance. The arbitrator's sole remedy shall be limited to requiring the City to comply with the provision of a, b, c, d & e hereof.

**Section 5:** This side letter specifically does not apply to cases where the City is discontinuing or ceasing to provide a service as defined by Act 195, including but not limited to any decision of the City to sell any City facility such as but not limited to the city water and/or sanitary sewer systems. To the extent that the city decides to privatize any such service, said decision shall not be governed by this letter and the City's decision in that instance shall remain solely in the City's discretion.

**Section 6:** AFSCME shall be entitled to dissolve the fund for any portion thereof at the expiration of the collective bargaining agreement by written notice to the City. Upon receipt of said notice, City shall disburse the amount requested up to 50% of the then total amount in the fund to AFSCME which shall distribute the fund to the then current bargaining unit members in the equal amounts, and the City shall return an equal amount to the City's general fund.

**Section 7:** This provision of this side agreement shall not prevent layoffs caused by factors other than contracting out and/or loss of jobs through attrition.

**Section 8:** The City shall provide written notification to the Union within sixty (60) days of the expiration of any contract for services in excess of \$25,000 and which could potentially be provided by members of the bargaining unit.

- a. Within (10) days of receipt of notification, the Union shall notify the city in writing of whether or not it desires analysis of the service directed at in-sourcing the service.
- b. Should the Union desire such analysis all of the provisions, requirements, qualifications, limitations, & restrictions outlined in subsections 4 b, c, d, e, f, g, and h shall control.

**Section 9:** With the mutual agreement of the parties the parties may:

- a.) Engage in any efforts to redesign any existing service
- b.) Assess the feasibility of providing services not currently provided and design a delivery system.
- c.) Assess the feasibility of expanding the scope & size of any existing services & design an expanded delivery system.
- d.) Assess the feasibility of regionalizing any serviced in cooperation with other political subdivisions & design a delivery system.

**Section 10:** Any assessments and associated work to the provisions of Section 6 shall not be controlled by any of the provisions of Section 4 except for subsection 4d). However, the parties recognize that meaningful assessments will result only when the process is carried out keeping with the spirit of this agreement.

**Section 11:** Improvement in public service delivery achieved by the parties using processes outlined herein may result in quantifiable financial gain. Financial gain by come in the form of one-time cost reduction, recurring cost reduction, one-time revenue generation, recurring revenue generation. The parties agree that quantifiable financial gain, verified by generally accepted accounting principles shall partly redound to the Union in the following ways:

- a.) Twelve (12) calendar months following the implementation of design changes in any public service delivery system conducted under the provisions of this article the targeted system shall be audited according to the generally accepted principles by a Certified Public Accountant.
- b.) Selection of Auditor TBD
- c.) If the audit determines that the redesign has resulted in financial gain in the form of the one-time cost reduction or one-time revenue generations, a one-time payment of 25% of that amount shall be paid by the city to AFSCME local 2763 for the benefit & welfare of the bargaining unit.
- d.) If the audit determines that the redesign has resulted in financial gain in the form projected of recurring costs reduction or projected recurring financial gain, 33 1/3% of the annual amount shall be paid to AFSCME local 2763 for three (3) succeeding years provided however, that the audit verifies gain in each of the three twelve month periods. Appropriate adjustments in the amount paid the Union in each year may vary based upon the audit findings.

**Section 12:** Notwithstanding any of the above if the audit procedure established in section 8 determines that redesign has resulted in financial gain in excess of 10% of the preceding years costs of service delivery, the affected serviced may not be outsourced for a minimum of two (2) years following expiration for the then current CBA except that the service may be discontinued or ceased at any time pursuant to section 4f.

**Section 13:** It is agreed that the parties shall as soon as practicable but in no event later than March 1, 2008:


- a.) Issue an RFP for consulting services to assist in the assessment of the feasibility of combining the fleet maintenance services of the City with the County of Berks with 50% of the consultants costs paid by the Fund & 50% paid by the AFSCME/County Joint Operations Committee Fund. It is expressly understood that the assessment will required the approval of the County of Berks & AFSCME Local 462. In addition, the scope of the assessment may be broadened to include the Reading School District fleet maintenance with the agreement of the District Teamsters local 429.
- b.) Create a bid study team to assess the feasibility of establishing an in house vehicle towing & storage operation
- c.) Create a study team to assess the City's current first class mailing services.


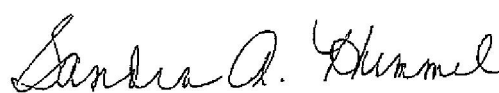


- d.) Create a bid study team to assess the feasibility of bringing recycling services in house at the expiration of the current service contract with Allied Waste.
- e.) Create a study team to assess the City's current delinquent tax collection operation.

**Section 14:** Should the audit determine that the redesigned service is not or has not generated financial gain at the end of the twelve (12) month period, in the case of one-time gain projections, or at the end of any of the three twelve (12) month audits in the case of recurring gain projections the service may be discontinued by the City with thirty (30) days written notice to the Union. There shall be no further obligation on the part of the city to further assess the service following the thirty (30) days written notice.

**Section 15:** The term of this side agreement shall be concurrent with the 2008-2011 CBA.

 12/19/07  
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AFSCME DC 88

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